



# TOWN OF MILLIS

Erin T. Underhill, *Acting Chair*  
Craig W. Schultze  
Ellen Rosenfeld

## OFFICE OF THE SELECT BOARD

Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7041

Michael J. Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen Bouret DeMarzo  
Operations Support Manager  
[kbouret@millisma.gov](mailto:kbouret@millisma.gov)

### SELECT BOARD MEETING AGENDA MONDAY, MAY 16, 2022; 7:00 PM VETERANS MEMORIAL BUILDING ROOM 229

	Topic	Time	Speaker
I.	<b>Call to Order</b>	<b>7:00 PM</b>	<b>Acting Chair</b>
II.	<b>Announcements</b>		
III.	<b>Scheduled Appointments &amp; Hearings</b>		
22-111	Vote to Reorganize Board	7:00 PM	Acting Chair
22-112	Approval of Memorial Day Proclamation	7:05 PM	Clerk
22-113	Appointment of DPW Seasonal Workers	7:10 PM	J. McKay
22-114	Hearing: Amendment to Premises for All Alcohol License at Tangerini's Farm	7:15 PM	K. Bouret
22-115	Appointment of Planning Board Associate Member	7:20 PM	Chair
22-116	Review/Approval of Bond Authorization Note	7:25 PM	J. Scannell
22-117	Approval of Change Order – Oak Grove Farm Playground Project	7:30 PM	J. McAvoy
22-118	Acceptance of Mitigation Payments for Water/Sewer – Gateway at Millis	7:35 PM	J. McKay
22-119	Safe Coalition Presentation	7:40 PM	J. Knight-Levine
IV.	<b>Open Session Items</b>		
22-120	Acceptance of Gift – Veterans Memorial Building Sign		K. Bouret
22-121	Review/Approval of All Alcohol License Change of Manager – AmVets Post #495		K. Bouret
22-122	Review/Approval of Facilities Agreement with School		M. Guzinski
22-123	Review/Approval of Animal Control Officer Intermunicipal Agreement		M. Guzinski

<b>22-124</b>	Annual Review/Approval of Select Board Operating Policies & Procedures	Chair
<b>22-125</b>	Review/Approval of Water/Sewer Commitment April 2022 & January 2022	M. Guzinski
<b>22-126</b>	Approval of DRAFT Minutes	Chair
<b>V.</b>	<b>Executive Session</b>	
	To conduct strategy sessions in preparation for negotiations with union personnel. (SEIU & AFSCME)	
	To discuss strategy with respect to litigation. (Site Investigation)	
<b>VI.</b>	<b>Adjournment</b>	

#### Proposed Upcoming Meeting Schedule

Date	Time	Location
Monday, June 6, 2022	<b>7:00 pm</b>	Rm 229 VMB
<b>Tuesday, June 21, 2022</b>	<b>7:00 pm</b>	Rm 229 VMB
Monday, July 18, 2022	<b>7:00 pm</b>	Rm 229 VMB
Monday, August 22, 2022	<b>7:00 pm</b>	Rm 229 VMB

Select Board meetings are broadcast whenever possible through Millis Community Media on Comcast channel 11 and Verizon channel 38

22-111

Vote to Reorganize Board

22-112

Approval of Memorial Day Proclamation

## PROCLAMATION

*Whereas, Memorial Day, originally called Decoration Day, is a day of remembrance for those who have died in service of the United States of America. Over two dozen cities and towns claim to be the birthplace of Memorial Day. While Waterloo N.Y. was officially declared the birthplace of Memorial Day by President Lyndon Johnson in May 1966, it's difficult to prove conclusively the origins of the day.*

*Whereas, regardless of the exact date or location of its origins, one thing is clear – Memorial Day was borne out of the Civil War and a desire to honor our dead. It was officially proclaimed on 5 May 1868 by General John Logan, national commander of the Grand Army of the Republic, in his General Order No. 11. "The 30th of May, 1868, is designated for the purpose of strewing with flowers, or otherwise decorating the graves of comrades who died in defense of their country during the late rebellion, and whose bodies now lie in almost every city, village and hamlet churchyard in the land," he proclaimed. The date of Decoration Day, as he called it, was chosen because it wasn't the anniversary of any particular battle.*

*Now, Therefore, Be It Resolved that the Millis Select Board do hereby proclaim Monday, the 30<sup>th</sup> day of May 2022 as Memorial Day in the Town of Millis, and urge all citizens of this community to join us in support of Memorial Day.*

*Respectfully,*

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*Erin T. Underhill, Chair*

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*Craig W. Schultze, Vice Chair*

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*Ellen Rosenfeld, Clerk*

## Karen Bouret DeMarzo

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**To:** John Moore; Bob Yeager  
**Subject:** RE: Memorial Day Sequence of Events

Great. The Select Board will be issuing the proclamation at Monday night's meeting not long after 7pm if one of you would like to attend.

*Karen Bouret DeMarzo*  
Operations Support Manager  
Town of Millis  
900 Main Street  
Millis, MA 02054  
508.376.7041

**From:** John Moore <jmoore@millisma.gov>  
**Sent:** Wednesday, May 11, 2022 10:11 AM  
**To:** Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>; Bob Yeager <bobandcarolyeager@verizon.net>  
**Subject:** Memorial Day Sequence of Events

Karen,



Here is the sequence of events for Millis' Memorial Day Ceremony.

08:00: Legion Breakfast  
09:30: Form up at Police Station for short march to Town Hall (all veterans welcome and encouraged to participate in march)  
10:00: Step off from Police Station to Town Hall.  
10:30: Arrive at Town Hall and Memorial Day Ceremony Begins.  
11:30: Ceremony Concludes

Respectfully,

John Moore  
Major, USMC (Ret)  
Veteran Services Officer  
Town of Millis  
508-376-7059

22-113

Appointment of DPW Seasonal Workers



## ***TOWN of MILLIS***

### **DEPARTMENT OF PUBLIC WORKS**

**900 MAIN STREET, MILLIS, MA 02054**

**TO:** Michael Guzinski, Town Administrator  
**FROM :** James F. McKay, Director of Public Works  
**DATE :** May 11, 2022  
**SUBJECT :** Summer help

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I would ask that you appoint the following as seasonal summer help which is covered under the Personal Plan starting June 1, 2022 and ending September 30, 2022. These appointments will fill two of the open position for summer help, the position has proven to be very successful with helping with the all maintenance town wide.

The Summer Help is paid out of the General fund.

Brian Nichols, 47 Grove Street Millis, MA 02054

Christopher Gokey, 16 Hilltop Street Millis, MA 02054

Both will need a physical.

James F. McKay,  
Director of Public Works

22-114

Hearing: Amendment to Premises for All Alcohol License at  
Tangerini's Farm



RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**AMENDMENT-Change or Alteration of Premises Information**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> New License                  | <input type="checkbox"/> Change Corporate Name                      | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License          | <input type="checkbox"/> Change of DBA                              | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Change of Hours                              |
| <input type="checkbox"/> Change of Manager            | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Officers/Directors | <input type="checkbox"/> Change of Location                         | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Ownership Interest | <input type="checkbox"/> Other <input type="text"/>                 |   |   |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358



**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name

Municipality

ABCC License Number

Tangerini's Spring Street Farm, Inc

Millis

05970-RS-0716

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Alteration of premises for service of alcohol. Removal of alcohol service in the glass greenhouse on property and addition of alcohol service in a 30' x 60' pole tent.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Linda Chiarizio

Owner/Treasurer

tangerinifarm@gmail.com

978-906-3230

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Alteration of premises for service of alcohol. Removal of alcohol service in the glass greenhouse on property and addition of alcohol service in a 30' x 60' pole tent. The pole tent will be directly adjacent to the outdoor dining area where alcohol service is already license.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

We have outdoor seating available for our restaurant and events. The outdoor seating includes two separate patio areas that join together by two steps. The total square footage of this space is approximately 4,000 sq. ft. This area has two general entrances and two exits. (See additional sheet for more information.)

Total Sq. Footage

5,800

Seating Capacity

185

Occupancy Number

Number of Entrances

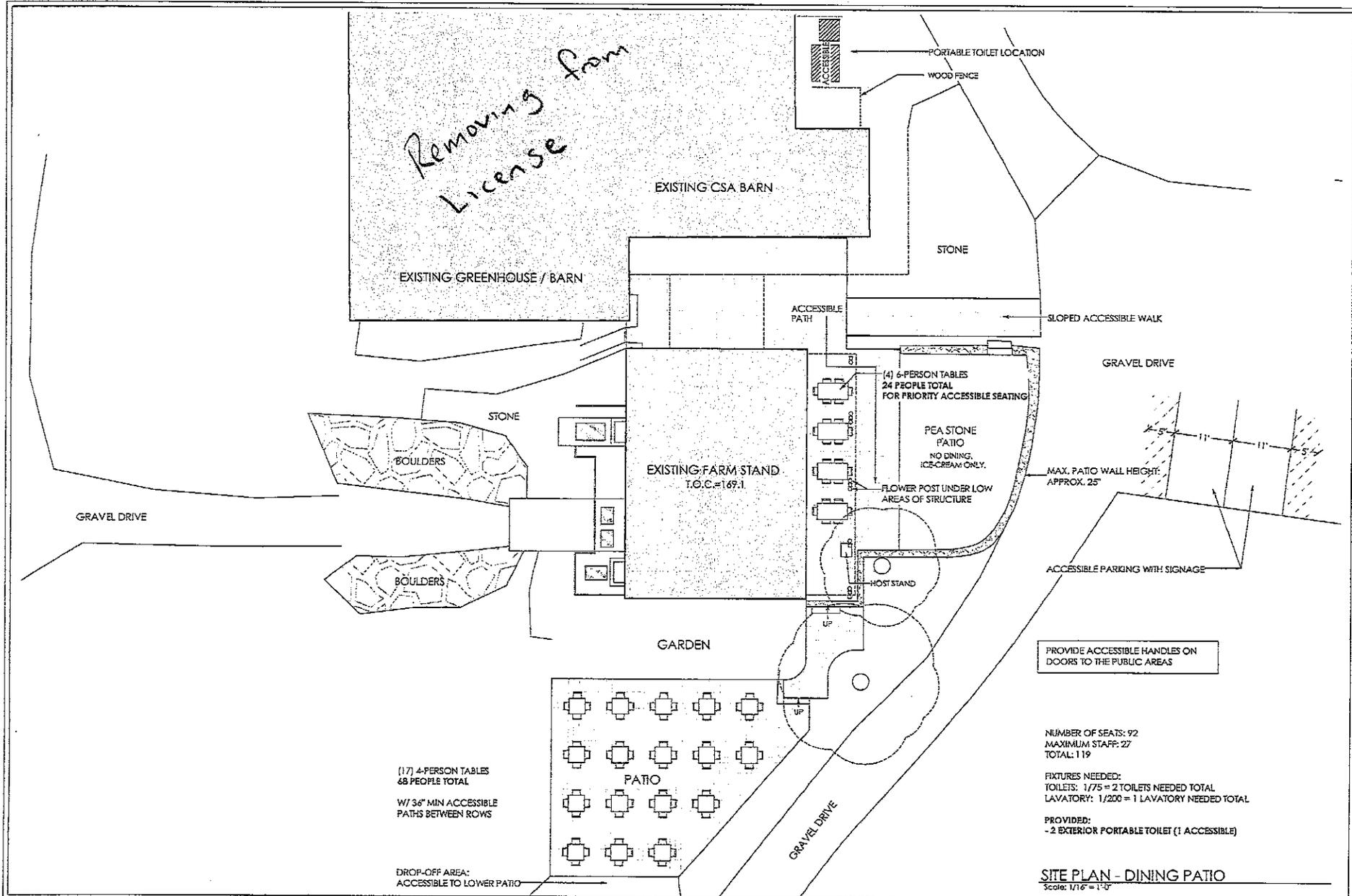
4

Number of Exits

4

Number of Floors

1



*Removing farm license*

(17) 4-PERSON TABLES  
48 PEOPLE TOTAL  
W/ 36" MIN ACCESSIBLE PATHS BETWEEN ROWS

DROP-OFF AREA:  
ACCESSIBLE TO LOWER PATIO

(4) 4-PERSON TABLES  
24 PEOPLE TOTAL  
FOR PRIORITY ACCESSIBLE SEATING

PEA STONE PATIO  
NO DINING,  
ICE-CREAM ONLY.

FLOWER POST UNDER LOW AREAS OF STRUCTURE

HOST STAND

PROVIDE ACCESSIBLE HANDLES ON DOORS TO THE PUBLIC AREAS

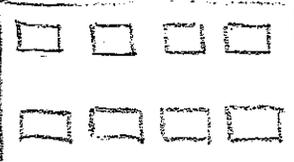
NUMBER OF SEATS: 92  
MAXIMUM STAFF: 27  
TOTAL: 119

FIXTURES NEEDED:  
TOILETS: 1/75 = 2 TOILETS NEEDED TOTAL  
LAVATORY: 1/200 = 1 LAVATORY NEEDED TOTAL

PROVIDED:  
- 2 EXTERIOR PORTABLE TOILET (1 ACCESSIBLE)

SITE PLAN - DINING PATIO  
Scale: 1/16" = 1'-0"

*adding to license, 30' x 60' tent*



*typical seating will be 8-6' picnic tables but number tables and arrangement will depend on the event.*

Chicartzlo / Tangerini's Farm Outdoor Patio  
87 Spring Street, Millis, MA 02046

60 Park Street, 100  
Boston, MA 02114  
617.513.8892  
info@triciakendall.com

tricia kendall  
Architectural Design

Date: 3/30/2022  
Sheet: A1

22-115

Appointment of Planning Board Associate Member



# TOWN OF MILLIS

Richard Nichols, *Chair*  
Nicole Riley, *Clerk*  
Bodha B.R. Chhetry  
Alan Handel  
Joshua Guerrero

## OFFICE OF THE PLANNING BOARD

900 Main Street • Millis, MA 02054

Phone: 508-376-7045

Fax: 508-376-7053

Camille Standley  
Administrative Assistant  
[cstandley@millis.ma.gov](mailto:cstandley@millis.ma.gov)

May 11, 2022

**To:** Select Board

**From:** Richard Nichols, Chair  
Planning Board

**Re:** Associate Planning Board Member

At the regularly scheduled meeting of the Planning Board held on Tuesday, May 10, 2022, the Board welcomed Mr. Josh Guerrero as the newly elected Planning Board member. He had been serving as the Associate Member of the Planning Board and ran for the open seat vacated by Mr. George Yered, long-serving member of the Planning Board. Mr. Yered would like to continue serving on the Board as the Associate Member.

On a motion made by Mr. Nichols, seconded by Mr. Guerrero, it was voted unanimously to recommend the appointment of Mr. George Yered as the Associate Planning Board member at this time. The Board is very pleased that Mr. Yered wishes to continue to serve on the Planning Board as he is a knowledgeable and valued member.

Thank you.

Memo to SB re G. Yered Associate 5-11-2022.doc

*The Town of Millis is an equal opportunity employer.*

22-116

Review/Approval of Bond Authorization Note

## Karen Bouret DeMarzo

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**From:** Jennifer Scannell  
**Sent:** Tuesday, May 3, 2022 8:50 AM  
**To:** Karen Bouret DeMarzo  
**Subject:** FW: Millis Borrowing

Please add me to the May 16 BOS meeting for a note authorization.

**From:** Meidinger, Michael <Michael.Meidinger@lockelord.com>  
**Sent:** Monday, May 2, 2022 7:35 PM  
**To:** Jennifer Scannell <jscannell@millisma.gov>  
**Cc:** Doucette, Charlene <Charlene.Doucette@lockelord.com>  
**Subject:** Millis Borrowing

**CAUTION:** This email originated from outside of the Town of Millis mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Jenn! I see the Town has a bond anticipation note coming up. We look forward to working with you on that. We're in really good shape for this borrowing. The only item needed is the completed spending schedule, which Hilltop will send to you. If possible, please return that before next week's note sale.

Regarding closing documents: I'm planning to email everything to you based on the schedule below. Please let me know if you see any issue with this schedule, and please let me know if a signing party may not be available to sign.

We'll be in touch again after the note sale, but if you need anything in the meantime please just let me know.

### Vote and Closing Documents

- **Vote emailed by Thursday, May 12:** We'll email the Selectmen vote to you by May 12 so the Board has it well in advance of their May 16 meeting.
- **Closing documents emailed by Monday, May 16:** We'll email the full closing documents to you with a signature pages PDF by the morning of Monday, May 16. The signature pages PDF is the only document that needs to be printed. It will include a pre-paid return FedEx label. All signature pages should be signed by hand, and some need to be sealed with the Town seal. The signing parties are you, the Selectmen, the Clerk of the Selectmen, and the Town Clerk.
- **Signature pages returned by Thursday, May 19:** Please email us a copy of the executed signature pages and return all originals to us via FedEx using the label we provide by Thursday, May 19 (or earlier). Please let us know if a signing party may not be available to sign between May 16 and May 19.

Thank you!  
Michael

**Michael H. Meidinger**  
Associate  
**Locke Lord LLP**  
111 Huntington Ave.  
Boston, MA 02199  
T: 617-239-0822

22-117

Approval of Change Order –  
Oak Grove Farm Playground Project



# Estimate

JAM Corporation  
 PO Box 60118  
 Worcester, MA 01606  
 508-852-4119  
 accounting@jamcorpma.com  
 www.jamcorpma.com

<b>Name / Address</b>
Town of Millis 900 Main Street Millis, MA 02054
Customer Phone: _____

<b>Property to Be Serviced</b>

Estimate #	Date	P.O. No.	Terms	Rep	Expiration Date
10346	5/9/2022				

Description	Qty	Rate	Total
Estimate for Change order - See below Description	1.00	9,410.65	9,410.65
Installation of Approx 220LF 6" HDPE Perforated Drainage Pipe along Proposed timber Construction. -Pipe with in playground limits to be surrounded in Washed stone and wrapped with Filter fabric. -Discharge to terminate Down North west Corner of Playground at slope. (SEE DRAWING FOR CLARIFICATION) -Pipe laid outside of playground limits are to be backfilled with native material. -installation (1) HDPE Drain end and all necessary couplings and elbows.  **NOTE** if unsuitable material appears during excavation of drain, such as boulders, ledge, roots etc. further costs may increase.  ***** Excavation and removal of existing Tree Roots impacting Construction Scope. *****	1.00	2,095.00	2,095.00

All tax for materials is included in the total.

Accepted By: \_\_\_\_\_

**Total: \$11,505.65**

10/22, 10:19 AM

Estimate 10346 from JAM Corporation

**From:** accounting@jamcorpma.com,

**To:** jmacsr63@aol.com,

**Subject:** Estimate 10346 from JAM Corporation

**Date:** Mon, May 9, 2022 11:15 am

**Attachments:** Est\_10346\_from\_JAM\_Corporation\_14656.pdf (1547K)

Dear John,

Please see attached estimate for the following:

- Excavation and removal of existing tree roots and unsuitable materials alike
- Removal of existing Drain and disposal
- installation of new Drain - 6" hdpe

please let me know if you have any questions.

best,  
Paul Tonelli  
JAM CORP.

22-118

Acceptance of Mitigation Payments for  
Water/Sewer – Gateway at Millis



[dan@legacy-ce.com](mailto:dan@legacy-ce.com)  
508-376-8883(o)  
508-868-8353(c)  
730 Main Street  
Suite 2C  
Millis, MA 02054

May 11, 2022

Select Board  
Town Offices  
900 Main Street  
Millis, MA 02054

Ref: Gateway at Millis  
232-248 Main Street

Dear Members of the Board:

I am writing on behalf of the applicant to formally request that the Board accept the agreed upon mitigation payments from the developer for water/sewer considerations associated with the approved comprehensive permit development known as Gateway at Millis. The following proposal is consistent with our prior discussions with the Board, and has been accepted by the DPW:

- In addition to normal water and sewer connection fees due for each of the proposed 48 units, the developer has agreed to make an additional water/sewer connection mitigation payment of \$2,000 per unit to mitigate any potential water or sewer system impacts.
- These payments will be made on a per-building basis, at the time water and sewer connections are sought for the building in question. Each building has 16 units, and the per-building payment will therefore be \$32,000. With three buildings, the total mitigation payment for the development will \$96,000.
- It is our understanding that half of this mitigation payment will be deposited to the water enterprise fund for potential future water system capital improvements and that the other half of this mitigation payment will be deposited to the sewer enterprise fund for potential replacement of the Dover Street pump station or other improvements associated with the sewer system such as I/I removal projects.

Select Board  
May 11, 2022  
Page 2 of 2



[dan@legacy-ce.com](mailto:dan@legacy-ce.com)  
508-376-8883(o)  
508-868-8353(c)  
730 Main Street  
Suite 2C  
Millis, MA 02054

Do not hesitate to contact me should you have any questions or comments.

Yours Truly,

LEGACY ENGINEERING LLC

A handwritten signature in black ink that reads "Daniel Merrikin".

Digitally signed by Daniel J.  
Merrikin, P.E.  
Date: 2022.05.11 14:37:36 -04'00'

Daniel J. Merrikin, P.E.  
President

cc: File



22-119

Safe Coalition Presentation

## Mike Guzinski

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**From:** Chief Chris Soffayer  
**Sent:** Thursday, April 7, 2022 4:01 PM  
**To:** Karen Bouret DeMarzo; Chief Rick Barrett  
**Cc:** Mike Guzinski; Pete Jurmain  
**Subject:** Re: [Millis MA] SAFE Coalition presentation (Sent by Jennifer Levine, jknight-levine@safecoalitionma.org)

Absolutely. Jen has been fantastic for our community. In addition, she has made herself available 24/7 which is outstanding. Naturally, when you are in need of help, it's usually after normal business hours. SAFE is a great organization, and it's important for the community know how much we depend on partners such as SAFE.

**Christopher Soffayer** / Chief of Police  
[csoffayer@millisma.gov](mailto:csoffayer@millisma.gov)

**Millis Police Department Control Chief MetroSTAR**  
Office: 508-376-5112 / Fax: 508376-6220  
1003 Main Street Millis, Massachusetts 02054

### Disclaimer

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**From:** Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>  
**Sent:** Thursday, April 7, 2022 3:30:22 PM  
**To:** Chief Chris Soffayer <csoffayer@millisma.gov>; Chief Rick Barrett <rbarrett@millisma.gov>  
**Cc:** Mike Guzinski <mguzinski@millisma.gov>; Pete Jurmain <Pete.Jurmain@millisma.gov>  
**Subject:** FW: [Millis MA] SAFE Coalition presentation (Sent by Jennifer Levine, jknight-levine@safecoalitionma.org)

Chief Rick and Chief Chris,

Please see the email below from the SAFE Coalition. In your opinion do you think the Board should invite her in for a presentation?

Thank you,  
Karen

**From:** Contact form at Millis MA <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Sent:** Thursday, April 7, 2022 1:48 PM  
**To:** Pete Jurmain <[Pete.Jurmain@millisma.gov](mailto:Pete.Jurmain@millisma.gov)>  
**Subject:** [Millis MA] SAFE Coalition presentation (Sent by Jennifer Levine, [jknight-levine@safecoalitionma.org](mailto:jknight-levine@safecoalitionma.org))

Hello pjurmain,

22-120

Acceptance of Gift

Veterans Memorial Building Sign



# Cavallaro Signs

I N C O R P O R A T E D

305 Union St., Franklin, Ma phone/fax 508-528-6545

From the Desk of ; **Rocco Cavallaro**

Date.....9/10/21.....

508-376-5424

### Quotation for sign as detailed

Care of:  
James F. McKay, Director  
Dept. Public Works, Millis, MA

Proposal for (1) double sided carved sign and also handcarved artwork ,  
handpainted seal in full color with enamels  
23k Gold leaf V-carved letters on 3 main lines

48" x 76" Carved panel 2" thick HDU (Urethane)

Steel spacer brackets included

Total cost for sign with 23KGold leaf on all office names...\$7500.00

We will be using Millis existing posts are supplied by Millis

and labor with machine and or as needed. I will assist in removal and re-installation,

For (3) Hours unless they are otherwise unusable (problem removing forms or breakage)



22-121

Review/Approval of All Alcohol License Change of Manager

AmVets Post #495



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**AMENDMENT-Change of Manager**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input checked="" type="checkbox"/> Change of Manager                  | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <input type="text"/>   |   | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

**AMENDMENT-Change of Manager**

**Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name

Municipality

ABCC License Number

Amvets Post #495 Millis, MA inc.

Millis

071600007

**2. APPLICATION CONTACT**

The application contact is the person who should be contacted regarding this application.

Name

Title

ie

Jonathan Wanders

Commander

**3A. MANAGER INFORMATION**

The individual that has been appointed to manage and control of the licensed business and premises:

Proposed Manager Name

Jonathan Wanders

Date of Birth

10/07/1981

SSN

01

Residential Address

388 Union St. Millis, MA 01901

Email

Wanders02054@yahoo.com

Phone

Please indicate how many hours per week you intend to be on the licensed premises

20

Last-Approved License Manager

Paul Howie

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*

Yes  No \*Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers. Have you ever been convicted of a state, federal, or military crime?

Yes  No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**3C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
5/15/2012	Present	Feraman	Town of Millis	DAVE RACHMIECJ

**3D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

*[Handwritten Signature]*

Date

5/1/2022

22-122

Review/Approval of Facilities Agreement with School

**AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF MILLIS**  
**AND THE MILLIS PUBLIC SCHOOLS**  
**CONCERNING THE ONGOING RESPONSIBILITY FOR**  
**MAINTENANCE AND REPAIR OF SCHOOL AND TOWN BUILDINGS**  
**AND GROUNDS**

This agreement shall constitute the understanding between the Town Administrator as authorized by the Millis Select Board and the Superintendent of Schools as authorized by the Millis School Committee, in accordance with M.G.L. c.71 § 37M, relative to the maintenance of all buildings under the care and custody and control of certain municipal and School Department properties.

WHEREAS, the parties are interested in combining the custodial and maintenance services for certain municipal buildings with similar services provided by the School Department and;

WHEREAS, the overall goal is to maintain and improve the quality of custodial and maintenance services delivered to certain municipal and school buildings, to provide for the flexibility of staff in building custodial and maintenance services to enhance the overall condition of certain municipal and school buildings, and to continue the community's focus on and commitment to capital planning and long term maintenance and;

WHEREAS, the Select Board and the School Committee mutually desire to maintain both Town and School fiscal resources in the most efficient manner possible, especially with regard to school and other capital facilities;

NOW THEREFORE, the parties jointly agree and covenant as follows:

1. **Term of Agreement**: This agreement shall begin on July 1, 2022 and shall be in effect in perpetuity. The agreement may be modified with mutually agreed written amendments as needed, If either party desires to terminate the agreement, that party shall give no less than twenty-four (24) months' notice prior to the effective termination date to the other party. During the term of the agreement and thereafter, the Town Administrator shall be available on a regular basis to meet with the Superintendent of Schools, and appropriate administrators and staff to review and address issues of immediate and long term concern.
2. **Consolidation**: The Town Administrator and the School Superintendent hereby agree effective July 1, 2022, that responsibility for certain municipal buildings and school buildings custodial and maintenance services shall be as follows:

- a. The Director of Facilities and Operations for the School Department shall direct all custodial and maintenance employees for the following school buildings:
    - i. Clyde Brown Elementary School
    - ii. Millis Middle-High School
    - iii. TIES Program (Norfolk location)
  - b. The Director of Facilities and Operations for the School Department shall direct all custodial and maintenance employees, including oversight and coordination with independent contractors, for the following municipal buildings:
    - i. Town Hall (Veteran's Memorial Building)
    - ii. Town Library
    - iii. Police Station
    - iv. Nigra Building
    - v. Limited maintenance work only in the Fire Station
  - c. Current maintenance of grounds and paved areas will be handled under current procedures unless or until changes are made to modify this agreement.
3. **Employment**: All Federal and state employment laws and any applicable employment contracts or collective bargaining agreements will be followed. The school's Director of Facilities and Operations will have his contract increased by \$10,000 to allow for the increased supervision and duties the consolidation will require.
4. **Work Order System**: The work order system used to alert the Director of Facilities of maintenance or custodial needs that is being phased into the school system will also be phased into the municipal buildings covered by this agreement. It is expected that once fully implemented, this system will be used to report any custodial or maintenance issue.
5. **Budget**: For Fiscal Year 23, which begins on July 1, 2022, the amount of \$130,000 will be added to the school department's budget for the purpose of implementing this consolidation. This amount will be above the 4% cap, but become part of the base budget for future years. For Fiscal Year 23, both the Town and the School will maintain separate supply and expense budgets. For the Fiscal Year 24 budget process, a budget review shall take place for the purposes of assuring that the labor budget is sufficient and to possibly consolidate the supply and expense budgets.
6. **Control over Property**: The School Committee, consistent with this provision and with M.G.L c.71 shall retain full jurisdiction and control over the use and rental of school buildings, facilities, and grounds. The School Committee shall maintain control over the use of school grounds and facilities by all groups wishing to use the school grounds and facilities. Fees established to cover the cost of the use of the grounds and facilities shall be set by the School Committee in consultation with the Superintendent and the Director of School Finance and Human Resources.

7. **No Circumscription of Authority**: Nothing herein shall be construed to circumscribe, modify, alter, or amend the authority of the School Committee and the Select Board from retaining any and all functions authorized by the Millis Town Charter or Massachusetts General Law beyond the terms of this agreement.

TOWN OF MILLIS

MILLIS PUBLIC SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael Guzinski

Robert Mullaney

Town Administrator

Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**  
**For**  
**REGIONAL ANIMAL CONTROL SERVICES**  
**BETWEEN THE TOWNS OF MILLIS & MEDWAY**

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is made and entered into as of this 2<sup>nd</sup> day of May 2022 by and between TOWN OF MILLIS ("Millis"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 900 Main Street, Millis, MA 02054, acting by and through its Select Board, and the TOWN OF MEDWAY ("Medway"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 155 Village Street, Medway, MA 02053, acting by and through its Select Board, with no personal liability to any of the members of the aforementioned Select Boards (all Towns collectively referred to as "Towns" or "parties").

**WHEREAS**, Chapter 40, Section 4A of the General Laws, as amended, allows the Select Board of a town to enter into agreements with one or more other towns to jointly perform activities or undertakings which any one of them is authorized by law to perform; and,

**WHEREAS**, for the purposes of this Agreement, Millis will have in its employ a Regional Animal Control Officer (ACO) and a number of Deputy Regional Animal Control Officers to enable it to fulfill certain Animal Control related tasks for Millis;

**WHEREAS**, Medway is in need of a Regional Animal Control Officer and Deputy Regional Animal Control Officers, and accordingly, they desire to have Millis provide such Animal Control services to Medway;

**WHEREAS**, the Towns have obtained authorization for this undertaking pursuant to M.G.L. c. 40, §4A by vote of their respective Select Boards, as attested to by certified copies thereof contained in Appendix A;

**WHEREAS**, the parties have agreed to establish a mechanism for compensating Millis for such animal control services; and

**WHEREAS**, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such animal control services; and

**WHEREAS**, each Town agrees to absolve the other Town from liability exclusively caused by one of its employees, as specified in this Agreement.

**THEREFORE**, for good and valuable consideration, including the exchange of mutual promises and benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Confidentiality. The Regional Animal Control Officer must maintain all information acquired during service for Medway as confidential to be shared only with Medway and shall not share said information with Millis or any other person or entity, provided however that, upon request for any such records, the disclosure thereof shall be governed by the Public Records Law.

With the exception of unemployment compensation, kennel rental, and acts or omissions resulting in actions, charges or suits against the Towns, the maximum financial liability of each Town pursuant to this Agreement shall be the amount appropriated by each Town in fiscal year 2023 for the provision of animal control services contemplated herein. If either Millis or Medway reduces hours of service in current or subsequent fiscal years such that employees are eligible for unemployment compensation, then said town reducing the hours of service shall be responsible for paying for unemployment compensation charges to the Commonwealth of Massachusetts. This provision shall survive the term of this agreement.

## **5. COMPENSATION**

The compensation to be paid by Medway to Millis for said services shall be determined, assessed, invoiced, and paid as provided in the Service Cost Schedule set forth in Appendix B. Included within the assessment is an allowance for use of the Millis Kennel, in the amount of \$1,000. If use of the kennel exceeds that allowance, then Medway will be billed \$20 per day, per unknown animal. The Town of Millis shall also be entitled to collect \$20 per day for use of the kennel from citizens of Medway when the owner is unknown.

## **6. DISPUTE RESOLUTION**

No suit upon any claim or cause of action upon, or by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be first given to the other party at its above-noted address not less than sixty (60) days prior to filing.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, such dispute may, by agreement of the parties, be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may also mutually agree to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement. Notwithstanding the above, the Towns reserve the right, either in law or equity, to file suit with a court of competent jurisdiction in the nature of specific performance or other proceeding to enforce or compel performance of any or all terms and conditions herein.

**12. ASSIGNMENT**

This duties and obligations established by this Agreement shall not be assigned or transferred by any Town without the express written consent of the other Towns, said consent to be made with the same formalities as are required for the execution of this Agreement.

**13. GOVERNING LAW**

This Agreement and all rights of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts and may only be enforced in a Massachusetts State Court of competent jurisdiction.

**14. RELEASE**

The respective Towns shall release and hold each other harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by persons under their employ prior to the commencement of operations under the Agreement and arising from the establishment hereof except to the extent specifically set forth in this Agreement. Each party to this Agreement shall be liable for the acts and omissions of its own employees and not for the employees of any other party in the performance of their obligations under this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. By entering into this Agreement, no Town/ party hereto has waived any governmental immunity or limitation of damages which may be afforded to it by operation of law. While engaged in performing services in Medway under this Agreement, the ACO's shall be deemed to be engaged in the service and employment of Millis, notwithstanding that such service activity or undertaking is being performed in Medway.

**15. TERMINATION**

Any Town, by a vote of its Select Board, may withdraw from and terminate its participation in this Agreement provided it gives not less than ninety (90) days advance written notice to the other Towns of its intent to terminate as of a stated date certain. Such termination shall take effect on the date following the termination date specified in said notification. Such termination shall not relieve the terminating Town from any obligations of payment or indemnification that may have arisen hereunder prior to such termination, nor from any financial obligations that may extend beyond the termination date. Upon such termination, Millis shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same to Medway for payment within thirty (30) days thereafter.

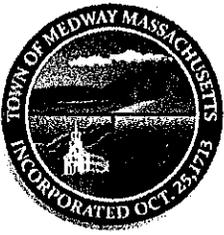
Witness the duly authorized signatures of the parties:

**Town of MILLIS**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Town of MEDWAY**

*Mary Jane White*  
\_\_\_\_\_  
By: Mary Jane White  
Its: Select Board Chair  
Date: 5.2.22



**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**  
**TOWN CLERK'S OFFICE**

Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 533-3204  
Fax (508) 321-4988  
sohannesian@townofmedway.org  
www.townofmedway.org

Town Clerk  
Stefany Ohannesian

May 3, 2022

The Select Board voted at their public meeting held on May 2, 2022 the following:

**Mr. Foresto moved that the Board authorize the chair to execute the inter-municipal agreement with the Town of Millis for animal control services as presented. Mr. Trindade seconded. No discussion. VOTE: 5-0-0.**

Stefany Ohannesian, Town Clerk

May 3, 2022

Date

## APPENDIX B

### (COMPENSATION FOR SERVICES)

#### A. Fee Schedule:

Fee will be based on the following:

- I. 60% of salary for the two positions, plus
  
- II. 60% of total personnel expenses as listed:
  1. Health Insurance
  2. NCRS Pension Apportioned Amount
  3. Medicare Tax Withholding
  4. Life Insurance
  5. Workers Compensation

#### B. Invoice Procedure:

Fees will be billed quarterly, July 1, October 1, January 1 and April 1.

#### C. Payment:

Payment shall be made to the Town of Millis within thirty days of receipt of invoice.

**DEPUTY REGIONAL ANIMAL CONTROL OFFICER  
MILLIS/ MEDWAY**

**Definition**

Technical and inspection work relating to the enforcement of all relevant State statutes and Town bylaws as they relate to the control and regulation of animals within the Town; all other related work as required.

**Supervision**

Works independently under the general direction of the Regional Animal Control Officer and in accordance with local bylaws and State laws and regulations.

**Job Environment**

Most work is performed out of doors with exposure to variable and often unpleasant weather conditions. Possible risk of injury as it relates to the handling of animals including bites, scratches, etc.

Operates a light truck, firearms, rabies poles, two-way radio, as well as standard office equipment.

Errors could result in personal injury, danger to public health and safety, monetary loss to the Town, legal repercussions, confusion and delay of services.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Responsible for all animal related complaints; responds to all animal emergencies and rescues.

Prepares and keeps daily records.

Cares for stray animals held in custody; evaluates each stray animal to determine adoptability; responsible for disposition of unadoptable animals.

While on duty responds to calls concerning injured animals; provides and/or obtains emergency medical treatment as needed; picks up, transports, and arranges for the disposal of dead animals.

Receives and responds to complaints of loose, barking, vicious or other problem-specific animals; works with owners and complainants to resolve problems;

## REGIONAL ANIMAL CONTROL OFFICER/ANIMAL INSPECTOR

### **Definition**

Technical and inspection work relating to the enforcement of all relevant State statutes and Town bylaws as they relate to the control and regulation of animals within the Town; all other related work as required.

### **Supervision**

Works independently under the general direction of the Town Administrator in Millis and the Police Chief in Medway and in accordance with local bylaws and State laws and regulations.

Performs a variety of responsible duties which require significant judgment and discretion in dealing with the public and in interpreting and applying State laws and Town bylaws.

Supervises four part-time employees performing field and office duties.

### **Job Environment**

Most work is performed out of doors with exposure to variable and often unpleasant weather conditions. Possible risk of injury as it relates to the handling of animals including bites, scratches, etc. Employee is on call 24 hours a day.

Operates a light truck, firearms, rabies poles, two-way radio, as well as standard office equipment.

Makes constant contacts requiring courtesy, patience and tact, with concerned animal owners, as well as citizens; makes frequent contacts with other Town departments including the Town Administrator, Police, Fire and Highway Departments, Town Clerk, Town Accountant, and the Board of Health, as well as ACOAM, MSPCA, environmental police, Animal Rescue League, Department of Food and Agriculture and Division of Animal Health. Communication requires considerable persuasiveness.

Has regular access to confidential investigations and records.

Errors could result in personal injury, danger to public health and safety, monetary loss to the Town, legal repercussions, confusion and delay of services.

### **Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Responsible for all animal related complaints; responds to all animal emergencies and rescues.

Prepares and keeps daily, monthly and annual records; prepares Department payroll, and budget.

Maintains and cleans kennel building; maintains cleanliness of Department vehicle and schedules maintenance.

Cares for stray animals held in custody; evaluates each stray animal to determine adoptability; responsible for disposition of unadoptable animals.

Supervises Deputy Animal Control Officers; provides adequate training.

Responds to calls concerning injured animals; provides and/or obtains emergency medical treatment as needed; picks up, transports, and arranges for the disposal of dead animals.

**APPENDIX D**

(FISCAL YEAR 2023 ANNUAL BUDGET)

ANIMAL CONTROL (012925X)

	A	B	C	D	E	F	G	H	I	J
1	Appendix D		FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2023	
2			ACTUAL	ACTUAL	ACTUAL	ACTUAL	TM ADOPTED	REQUESTS	PROPOSED	
3	<b>ANIMAL CONTROL (012925X)</b>									
4										
5	<i>Personnel Services</i>									
6		Salary Full Time ACO	\$57,165	\$57,816	\$61,159	\$62,046	\$63,843	54,428.40	54,428.40	
7		Wages Part Time	\$11,285	\$12,103	\$10,686	\$10,771	\$13,434	11,712.00	11,712.00	
8		Wages Overtime	\$7,406	\$7,479	\$6,265	\$9,038	\$5,125	5,000.00	5,000.00	
9		Night Stipend	\$390	\$671	\$665	\$680	\$1,500	1,500.00	1,500.00	
10		Longevity	\$950	\$950	\$1,050	\$1,050	\$1,050	0.00	0.00	
11		Weekend Coverage								
12		Weekend Stipend								
13										
14		<b>Total</b>	<b>\$77,195</b>	<b>\$78,819</b>	<b>\$79,825</b>	<b>\$83,566</b>	<b>\$84,952</b>	<b>72,640.40</b>	<b>72,640.40</b>	
15										
16	<i>Expenses</i>									
17		Supplies and Expenses	\$2,018	\$4,599	\$1,809	\$1,849	\$2,000	2,600.00	2,600.00	
18		Propane Gas Heat	\$1,059	\$3,287	\$3,021	\$2,296	\$2,800	1,000.00	1,000.00	
19		Equipment	\$1,961	\$1,842	\$2,788	\$1,853	\$2,500	3,000.00	3,000.00	
20		Vehicle Supply/Repair	\$14	\$1,107	\$0	\$274	\$1,000	1,000.00	1,000.00	
21		Gasoline/Oil	\$2,775	\$2,233	\$2,648	\$2,993	\$2,500	3,000.00	3,000.00	
22		Water/Sewer	\$482	\$636	\$545	\$479	\$500	600.00	600.00	
23										
24		<b>Total</b>	<b>\$8,310</b>	<b>\$13,703</b>	<b>\$10,812</b>	<b>\$9,744</b>	<b>\$11,300</b>	<b>11,200.00</b>	<b>11,200.00</b>	
25										
26	<b>TOTAL BUDGET</b>		<b>\$85,505</b>	<b>\$92,522</b>	<b>\$90,637</b>	<b>\$93,309</b>	<b>\$96,252</b>	<b>83,840.40</b>	<b>83,840.40</b>	
27										
28										
29										
30	HEALTH INSURANCE	\$1336.71 per month								
31	(Town's Share)	through 6/30/23								
32										
33										

22-123

Review/Approval of Animal Control Officer Intermunicipal Agreement

22-124

Annual Review/Approval of Select Board Operating Policies & Procedures

**TOWN OF MILLIS  
SELECT BOARD  
OPERATING POLICIES AND PROCEDURES**

**I. PURPOSE**

The Select Board of the Town of Millis, recognizing the need to codify the traditional and accepted working relationships among members of the Board, between the Board and the Town Administrator, and between the Board and other Town boards, committees, officials, and citizens, as well as the need to consolidate Town policies and procedures, has undertaken to create operating procedures for the Select Board. Acceptance of the policies and procedures embodied herein shall supersede all previous policies and procedures accepted by past Select Boards/Boards of Selectmen. Unless otherwise noted, the term "Board" shall refer to the Millis Select Board. The term "MGLA" shall refer to the Massachusetts General Laws, as amended.

**II. NATURE OF POLICIES AND PROCEDURES**

These policies and procedures shall address those topics that cannot be dealt with elsewhere. Its content should be considered supplemental and subordinate to language embodied in state statute and Town By-law. Subjects which are more appropriately addressed in statute, home rule charter, by-law or regulation shall not be included in this format, except in reference. The individual policies and procedures embodied herein are severable. If any of them is held to be unconstitutional or invalid, the remaining policies and procedures shall not be affected thereby.

**III. PROCEDURE FOR ESTABLISHING POLICIES AND PROCEDURES**

A policy may be initiated by a member of the Board, the Town Administrator, a Town employee, or by a resident of the Town by requesting that the Chair provide for discussion of the proposed policy in the agenda of a regular meeting of the Board. The individual initiating the discussion shall provide the Board with a written draft of the proposed policy for distribution to the Board. The Board may schedule any hearing or meetings it deems necessary for discussion. The Board may distribute a draft for comment to appropriate officials as it deems necessary, and shall notify of the discussion any Town boards, committees, or employees who may be affected by the policy.

The Board shall not vote on a policy until the second meeting following its introduction. A vote by two of the Board's three members shall be required for the adoption of a new or amended Board policy. A new or revised policy adopted by the Board shall take effect immediately unless otherwise voted, and shall be carried out until it is rescinded or amended. In the event of an emergency, the Board may immediately institute a policy which shall be effective for a period of up to ninety (90) days.

06/07/21

The Town Administrator shall be responsible for the maintenance of all policies and procedures, for updating the Policy Manual with new and amended policies, and for ensuring that copies of the Board's policies and procedures are distributed to newly elected Board members. Copies of the Policy Manual shall be made available to the public at the Select Board's Office, at the Office of the Town Clerk, and shall be posted on the Town's Official Website.

#### **IV. AUTHORITY AND ROLE OF THE SELECT BOARD**

The Select Board is an elected board and derives its authority and responsibilities from the statutes of the Commonwealth of Massachusetts, and from the home rule charter and by-laws of the Town of Millis. When a vacancy occurs on the Board, the Board's remaining members shall determine whether there is a need to call a special town election to fill the unexpired term or terms in accordance with the MGLA, or to leave the seat(s) vacant until the next town election.

The Board is vested with the executive powers of the Town. The Board is responsible for Town policy development and review. The Board works with the Town Administrator on policy development, and oversees the Town Administrator in his/her role as supervisor of town departments.

The Board, through the Town Administrator, is responsible for supervising the following departments of general government: Fire, Police, DPW, Inspection, Economic/Community Development, Facilities Maintenance, Finance, and other Departments as assigned. The Board will refrain from involvement in day-to-day operations. Concerns or questions regarding the operation of departments, and suggestions for improvements should be addressed to the Town Administrator. The Board may be called upon to settle disputes that cannot be resolved by the Town Administrator.

No actions representing the Board shall be taken by a member or members of the Board without the prior consent of a majority of the Board. This shall be modified in the event of an emergency should immediate action be required, in which case the Chair, Vice Chair, or any Board member shall call an emergency session of the Board prior to the emergency action.

A Board member wishing an in-depth inquiry into a department's policies, procedures, or operations should make such a request during a regular Board meeting in open session and receive approval by the Board by consensus or Board vote. Requests by Board members for written legal opinions must be channeled through the Chair and the Town Administrator, and all such written opinions must be made available to all Board members.

## **V. ROLE OF THE TOWN ADMINISTRATOR**

The Board is responsible for appointing a Town Administrator, who functions as the Town's Chief Administrative Officer, and serves at the pleasure of the Board. The primary responsibilities of the Town Administrator are outlined in the charter, bylaws, The Town Administrators employment agreement and his/her job description. The Town Administrator shall appoint an Acting Town Administrator if he/she is expected to be away from the office for more than three working days. The Board of Selectmen shall appoint an Acting Town Administrator in the event that the Town Administrator is incapacitated or otherwise unable to make the temporary appointment.

The Town Administrator must maintain a close working relationship with all members of the Board. He/she shall brief the Board of all important issues in a timely manner.

In order to provide the Town with continuity of professional management and the highest quality Town Administrator, the Board is committed to maintaining an employment agreement with the Town Administrator, as permitted by statute.

## **VI. DUTIES, RESPONSIBILITIES, AND OBLIGATIONS OF BOARD MEMBERS**

A member of the Board, in relation to his/her responsibility to the community, shall:

- recognize that his/her primary role is to set policy, with responsibility for administration delegated to the Town Administrator;
- recognize that he/she is a member of a team, and shall abide by all Board decisions once they are made;
- be well informed concerning the duties of a board member on both state and local levels;
- recognize that all board members are elected by the community and therefore have an obligation to make decisions that they believe will best support the entire community;
- accept the office of Select Board member as a means of unselfish public service, not to benefit personally or professionally from his/her Board activities;
- in all appointments, avoid political patronage by judging all candidates on merit, experience and qualifications only; and
- be familiar with and abide by the provisions established by the Commonwealth in MGLA Ch 268A as they apply to municipal officials.
- Be familiar with and abide by the open meeting law and the public records law as they apply to municipal elected officials.
- ([https://www.sec.state.ma.us/arc/arcpdf/Electronic\\_Records\\_Guidelines.pdf](https://www.sec.state.ma.us/arc/arcpdf/Electronic_Records_Guidelines.pdf))

A Select Board member shall:

- endeavor to establish sound, clearly defined policies which will direct and support the administration for the benefit of the people of the Town;
- recognize and support the administrative chain of command and refuse to act independently on complaints as an individual outside the administration;
- give the Town Administrator full responsibility and authority for discharging his/her decisions and solutions.
- set annual performance goals for the Town Administrator.
- provide a formal review of the Town Administrator on an annual basis.
- not make statements or promises of how he/she will vote on matters that will come before the Board until he/she has had an opportunity to hear all sides of the issue at a Board meeting;
- make decisions only after all facts on a question have been presented or discussed;
- uphold the intent of executive session and respect the privileged communication that exists therein; and
- treat with respect the rights of all members of the Board despite differences of opinion.

## **VII. ORGANIZATION OF THE BOARD AND ELECTION OF OFFICERS**

Officers of the Board (Chair, Vice Chair, and Clerk) shall be elected annually at a meeting of the Board to be scheduled within one week after the Annual Town Election. The election of officers is by majority vote. If a vacancy occurs among any of the officers of the Board, the Board shall elect a successor at its next regular meeting. Nominations of officers shall require both a nomination and a second.

The Board may at any time by majority vote remove the Chair or any of the officers from their positions with or without cause. In the event that the Chair is not re-elected, the Vice Chair shall serve as Chair Pro-Tem until the new officers of the Board are elected.

## **VIII. RESPONSIBILITIES OF THE OFFICERS OF THE BOARD**

The Chair shall:

- preside at all meetings of the Board at which he/she is present. In doing so, he/she shall maintain order in the meeting room, recognize speakers, call for votes, and preside over the discussion of agenda items;
- sign official documents that require the signature of the Chair, following a vote of the Board;
- call special meetings of the Board in accordance with the Open Meeting Law;
- prepare meeting agendas with the Town Administrator;
- represent the Board at meetings, conferences, and other gatherings unless otherwise determined by the Board or delegated by the Chair;
- serve as spokesman of the Board at Town Meetings and present the Board's position unless otherwise determined by the Board or delegated by the Chair;

06/07/21

- make liaison assignments, as appropriate, and assign overview responsibilities for projects and tasks to Board members unless otherwise determined by the Board; and
- arrange for the orientation of new members, unless otherwise noted.
- ensure that the Board maintains a legal and open level of communication
- ensure that information is equally distributed to all members of the Board.

The Chair shall have the same rights as other members to offer and second motions and resolutions, to discuss questions, and to vote thereon. The Vice Chair shall act in the place of the Chair during his/her absence at Board meetings. Should the Chair leave office, the Vice Chair shall assume the duties of Chair until the Board elects a new Chair, at the next meeting where all remaining Board members are present.

## **IX. MEETINGS OF THE BOARD**

Regular Board meetings are held on the first and third Monday of each month. The Board shall not hold regular meetings on days which are designated legal holidays. The Town Administrator is responsible for the posting of all Board meetings in compliance with Open Meeting Law.

Meetings called for any time other than the regular meetings shall be known as "special meetings". The same rules as those established for regular meetings shall apply, unless an unforeseen emergency requires a special meeting to be scheduled on a legal holiday. Special meetings shall be called by the Chair, in consultation with the Town Administrator, and with the informal consent of a majority of Board members.

The Board may conduct informal "working session" meetings from time to time. Such meetings will be posted in accordance with the Open Meeting Law. A synopsis of transactions of informal meetings shall be made a part of the record of meeting minutes.

## **X. MEETING PROCEDURES**

Board meetings shall be conducted in accordance with generally accepted rules of parliamentary procedure and the Open Meeting Law. It is the practice that application of said procedure may be on a relatively informal basis.

A quorum shall consist of two members of the Board. As a practical courtesy, action on critical or controversial matters, the adoption of policy, or appointments shall be taken, whenever practicable, with the full Board in attendance. Actions and decisions shall be by motion, second, and vote. Split votes will be identified by name in the meeting minutes. The Town Administrator shall designate a town employee to take the minutes of all Select Board Meetings to be subsequently reviewed by the Board and made available to the public in accordance with the Public Records Law.

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The Town Administrator is expected to be in attendance at all meetings of the Board. The Town Administrator shall attend in order to keep the Board informed and advised, and to recommend in all matters that fall within the jurisdiction of his/her office. He/she shall carry out the actions of the Board as they relate to the conduct and administration of Town affairs under his/her jurisdiction.

Should the Town Administrator be unable to attend a meeting of the Board, he/she shall delegate another individual for the purpose of assisting the Board with administrative matters during such meeting.

## **XI. BOARD MEETINGS: EXECUTIVE SESSIONS**

Where practicable, executive sessions shall be scheduled at either the beginning or the end of the open meeting of the Board. Only items clearly allowed under the Open Meeting Law shall be included in executive session. Prior to calling for a motion to adjourn into executive session, the Chair shall state the reasons for which an executive session is sought. The Chair shall also state whether or not the Board will reconvene in open session. A majority of the members present and voting must vote to enter and exit executive session by roll call vote.

## **XII. AGENDA PROCEDURES**

The Town Administrator bears primary responsibility for coordinating and planning the agenda for regular meetings of the Board. The Town Administrator, in consultation with the Chair, shall approve the agenda. The Chair shall have the ultimate authority in the determination of the meeting agenda. In order for items to be considered for the agenda, they must be submitted to the Town Administrator by 2:00 p.m. on the fourth business day prior to the board's meeting date. Items added to the agenda after this time will be considered out of necessity or due to being routine in nature. Agenda items shall be:

- Call to order
- Chair's Announcements
- Scheduled Appointments/Hearings (as required)
- Scheduled Business (as required)
- Acceptance of meeting minutes (as required)
- Administrator's Update
- Executive Session (as required)
- Adjournment

The order of the above listed items may be changed at the discretion of the Chair. Each agenda item shall state the action anticipated of the Board, as appropriate.

If a request for an agenda item is accepted by the Chair, the proponent shall be notified and asked to submit relevant documentation no later than 12:00 p.m. on the third business day prior to the meeting. Members of the Board, staff, the Town Administrator or others

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who prepare background materials for the meeting should have such material available for Board members a minimum of 48 hours prior to the meeting start time. The agenda materials so provided to the Select Board will be posted on the Town website for public access by noon the day of the meeting. If background information is insufficient or complicated, or if complex memos or motions are presented at the meeting which were not included in the Board's meeting packet, any Board member may request that the relevant item be tabled to allow Board members time for careful study of the material.

The agenda for regularly scheduled meetings shall be available to the public and the press at the Selectmen's Office by 12:30pm on the Friday prior to the meeting. Completed meeting packets shall be made available electronically and in the Selectmen's Office for collection by Board members by 12:30pm on the Friday preceding the Regular Selectmen's Meeting.

The core materials contained within the agenda packet shall be posted to the Select Board's page on the Town's website by 4:00pm on the day of the Select Board's meeting.

In accordance with state law, the Chair of the Board reserves the right to waive these requirements if an agenda item is deemed to constitute an urgent and time sensitive matter.

### **XIII. MEETING MINUTES**

The Town Administrator shall ensure that open meetings of the Board are recorded electronically. The Town Administrator shall ensure that written minutes are drafted and made available to Board members in a timely manner.

Minutes circulated to members of the Board on or before the agenda is set for the subsequent meeting shall be considered at that meeting. Changes in the text of minutes shall be reviewed and agreed upon by a majority of voting Board members. The Town Administrator shall periodically review and present for the Board's vote the minutes of meetings held in Executive Session which may be released to the public. The Board shall release minutes of Executive Session at the earliest opportunity without compromising the nature of the matter discussed therein.

Minutes shall contain a full statement of all items discussed and actions taken by the Board and of the disposition of all proposals for action. Approved minutes shall be recorded in a Minutes Book. Minutes of Board meetings held in Executive Session shall be kept separately and recorded in accordance with the procedures dictated above. Minutes (other than those of meetings in Executive Session which the Board has not voted to release) shall be open for public inspection.

### **XIV. BOARD APPOINTMENTS**

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The Board shall endeavor to make its annual appointments in June. Appointments made in June shall have terms beginning on July 1 and expiring on June 30. In addition, as the need arises, the Board may make appointments throughout the year for terms to take immediate effect, with expiration dates of June 30, or consistent with the seat being filled. Terms shall not exceed three years, unless specifically allowed by MGLA.

Appointments shall be based on merit and qualifications. Where possible the Board will seek variety in backgrounds, interests, ages, genders, and geographic areas of residents, so that town boards and committees will reflect a true cross-section of the community. In order to attract qualified and interested persons, vacancies will be made public as much in advance of the appointment as practicable

As Board-appointed vacancies occur, the Town Administrator will ensure that vacancy notices are posted on the Town bulletin board inside the Veterans' Memorial Building and advertised on the local cable access television channel, as well as the Town's website. Vacancies shall be advertised for no less than fifteen (15) days. The Town Administrator will ensure that the Chair of the board on which a vacancy occurs is advised of the vacancy, and will seek nomination recommendations of a majority of the relevant committee.

As part of the annual appointment process, the Town Administrator will ask incumbents whose terms will expire on June 30 about their interest in being considered for reappointment. The Town Administrator will ensure that the Board receives a list of appointment vacancies to be filled by the Board. Interviews of applicants, including individuals requesting re-appointment, shall take place when there are more applicants for a position than available positions (seats).

The Board may from time to time appoint standing or advisory committees to aid on matters under the Board's jurisdiction. The use of such committees provides greater expertise and more widespread citizen participation in the operation of government. The Board will give each advisory committee a written charge, which shall include the work to be undertaken, the time in which it is to be accomplished, and the procedures for reporting to the Board. Each committee must report in writing at least annually to the Select Board. The Select Board's Office shall be sent copies of all committee agendas and minutes. The Board will discharge committees upon completion of their work. In addition, each Committee shall be provided with information on parliamentary procedures and the conduct of meetings under the Open Meeting Law. The charges and membership of advisory committees shall be reviewed at least annually to assess the necessity and desirability of continuing the committee.

## **XV. RELATIONS WITH OTHER TOWN BOARDS AND COMMITTEES**

The Board is aware that coordination and cooperation is needed among the Town's major boards, committees, and commissions, not only in the day-to-day operations of government, but also to set town-wide goals and priorities; identify and anticipate major

problems, working together toward their resolution; and develop a process for dealing with the state and federal government. In particular, it is the desire of the Select Board to continue to convene at least two joint meetings with the School Committee and the Finance Committee per year (Tri-Board) to foster cooperation, efficiency and enhance communication among the three groups prior to each Town Meeting.

The Town Administrator is responsible for inter-board communications in day-to-day operations of government. The Town Administrator shall develop a process for the exchange of information and the provision of advice and recommendations among the boards, committees, and commissions with common interest.

## **XVI. RELATIONS WITH RESIDENTS**

In recognizing that it both represents and is accountable to the residents of the Town, it is the policy of the Board to make every effort to strengthen communications with residents. The Board will act to increase resident participation, encourage citizen input into government decisions, and to keep residents informed of all actions contemplated or taken by the Board which will affect them. To this end, the Board will take the following steps:

- In addition to Resident Participation, a resident or group of residents may request a meeting with the Board by contacting the Select Board's Office, stating precisely the reason for the appearance and the Board's action desired and by naming a spokesman for the group. As circumstances permit, such a meeting will be incorporated into the agenda of the next regularly scheduled Board meeting. Participants shall be allowed to make a reasonable presentation through the spokesman and to express opinions, and to ask for pertinent information. Residents making such presentations are encouraged to prepare written materials for the Board's review.
- The Town Administrator will ensure that persons who will be directly affected by proposed Board discussion or action will be notified of the date and time of the meeting at which the matter will be discussed or acted upon by the Board.
- If the Board is considering matters of residents' concern at a regular meeting, the public will be allowed to ask questions or make statements relative to the matter under consideration at the discretion of the Chair.
- The Town Administrator and Chair will ensure that all residents' questions and complaints are answered promptly. Matters requiring the attention of the full Board shall be included in the agenda of the next regular Board meeting.
- The Town Administrator shall place all anonymous letters received by the Town in an "Anonymous Letter File" to be included as a part of the Board of Selectmen's general files. Anonymous letters shall be subject to the public records law and shall be retained by the Town for the period proscribed by law. The Board and the Town Administrator shall take no further action regarding any anonymous letter unless it has been determined by the Town Administrator that the content of the letter represents an immediate health or safety hazard to individuals or property.

## **XVII. HEARINGS BEFORE THE BOARD**

Hearings before the Board shall be conducted in accordance with the following procedures, Modifications may be necessary to comply with statutory requirements applicable to particular matters.

- The Town Administrator will ensure that the hearing is advertised and notice given to interested persons, such as abutters, as required by statute or by-law, or as directed by the Chair in the absence of statutory requirements.
- Hearings will be held in open session unless otherwise voted by the Board in compliance with Open Meeting Law.
- At the time advertised for the hearing, the Chair will announce the nature and purpose of the hearing, identify the particular matter, and recite the notice given. All questions shall be addressed to the Chair.
- The order of presentation will be: presentation by the proponent; receipt of recommendations from any Town board or officer; questions from Board members; and statements by opponents, advocates, and members of the public.
- At the conclusion of the hearing, the Board may render its decision or take the matter under advisement, announcing the intended date of decision.

## **XVIII. TOWN MEETINGS**

The Annual Town Meeting warrant is the Select Board's warrant by statute. The Board may insert articles in the warrant of the Board's initiative or by written petition signed by ten (10) registered voters for the Annual Town Meeting. The Board may also insert articles on the warrant at the request of another committee.

The Board may call a Special Town Meeting when deferment of the particular matter(s) proposed for inclusion on the warrant for the Annual Town Meeting would not serve the interests of the Town. The Select Board must call a Special Town Meeting if they receive a written request, signed by two hundred (200) registered voters. The Select Board may insert articles in the warrant on their own initiative or by written petition of one hundred (100) registered voters for Special Town Meeting.

Notwithstanding the above, in the interest of economy of operations and the imposition on the voters, the Board shall strive to limit the calling of Special Town Meetings to the minimum necessary as is otherwise in the Town's best interest. The Board will consult with the Moderator and Town Clerk prior to calling a Special Town Meeting.

22-125

Review/Approval of Water/Sewer Commitment

April 2022 & January 2022



**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILLIS**

**WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR**

To: Jennifer Scannell, Collector of Taxes for the Town of Millis, in the County of Norfolk  
IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the utility billing list herewith committed to you the amount of the utility charges assessed to each such person on Water and Sewer services to include Capital Assessment charges as set for the below, with interest and miscellaneous charges, the sum total of such list being.

ACCT #	COMMIT #	WATER	FINAL	SEWER	CROSS CONNECT	ON OFF	PAINE	TOTAL
101120700	F3448	38.32	47.25	81.88				167.45
401330700	F3456	60.52	47.25	127.84				235.61
202006234	F3458	45.72	47.25	97.20				190.17
300699800	F3459	45.72	47.25	97.20				190.17
300254200	F3460	49.42	47.25					96.67
421612700	F3461	27.22	47.25					74.47
21853700	F3462	23.52	47.25					70.77
322188000	F3463	45.72	47.25					92.97
351000013	F3464	34.62	47.25	74.22				156.09
35100116	F3465	23.52	47.25	51.24		40.43		162.44
35200010	F3466	23.52	47.25	51.24		40.43		162.44
35100012	F3467	23.52	47.25	51.24		40.43		162.44
35100102	F3468	23.52	47.25	51.24		40.43		162.44
35100014	F3469	42.02	47.25	89.54		40.43		219.24
200589400	F3470	45.72	47.25	97.20				190.17
221665810	F3471	56.82	47.25					104.07
301397800	F3472	56.85	47.25					104.07
201201700	F3473	42.02	47.25	89.54				178.81
401850300	F3474	49.42	47.25	104.86				201.53
<b>Total Commitment for April 2022</b>					<b>2720.49</b>			

And you are to pay over said charges, fees, and interest to the Treasurer of Millis and also to give the Treasurer an account of all charges, fees and interest collected by you.

And in the levy and collection of the amounts hereby committed to you, and of interest, charges, and fees as provided by law, you are to have and to exercise all the powers conferred by laws of the Commonwealth upon Collectors.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Town of Millis Water Commissioners: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**THE COMMONWEALTH OF MASSACHUSETTS  
 TOWN OF MILLIS**

**WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR**

To: Jennifer Scannell, Collector of Taxes for the Town of Millis, in the County of Norfolk

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the utility billing list herewith committed to you the amount of the utility charges assessed to each such person on Water and Sewer services to include Capital Assessment charges as set for the below, with interest and miscellaneous charges, the sum total of such list being.

ACCT #	WATER	CAP ASSESMENT	SEWER	CROSS FEES	ON/OFF	TOTAL
All	245443.86	125187.41	308000.37	404.25	202.15	
<b>GRAND TOTAL</b>						<b>679238.04</b>

And you are to pay over said charges, fees, and interest to the Treasurer of Millis and also to give the Treasurer an account of all charges, fees and interest collected by you.

And in the levy and collection of the amounts hereby committed to you, and of interest, charges, and fees as provided by law, you are to have and to exercise all the powers conferred by laws of the Commonwealth upon Collectors.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Town of Millis Water Commissioners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILLIS**

**WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR**

To: Jennifer Scannell, Collector of Taxes for the Town of Millis, in the County of Norfolk  
IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the utility billing list herewith committed to you the amount of the utility charges assessed to each such person on Water and Sewer services to include Capital Assessment charges as set for the below, with interest and miscellaneous charges, the sum total of such list being.

ACCT #	COMMIT #	WATER	FINAL	SEWER	CROSS CONNECT	ON OFF	PAINE	TOTAL
35100124	F3420	27.22	47.25	58.90				133.37
35100114	F3421	27.22	47.25	58.90				133.37
201959310	F3422	60.52	47.25					107.77
351000016	F3424	23.52	47.25	51.24				122.01
351000020	F3425	23.52	47.25	51.24				122.01
350000113	F3426	30.92	47.25	66.56				144.73
22245345	F3427	23.52	47.25	51.24				122.01
22245346	F3428	23.52	47.25	51.24				122.01
301039100	F3430	23.52	47.25	51.24				122.01
100884210	F3431	60.52	47.25	127.84				235.61
35100112	F3432	53.12	47.25	112.52		40.43		253.32
<b>Total Commitment for January 2022</b>								<b>1618.22</b>

And you are to pay over said charges, fees, and interest to the Treasurer of Millis and also to give the Treasurer an account of all charges, fees and interest collected by you.

And in the levy and collection of the amounts hereby committed to you, and of interest, charges, and fees as provided by law, you are to have and to exercise all the powers conferred by laws of the Commonwealth upon Collectors.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Town of Millis Water Commissioners: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

22-126

Approval of DRAFT Minutes

03/25/22 Select Board Working Meeting - VMB Room 229

In attendance: Chair Peter Jurmain, Vice Chair Erin Underhill, Clerk Craig Schultze, Town Administrator Mike Guzinski, Finance Director Carol Johnston and Department Assistant Maureen Canesi

Chair Jurmain called the meeting to order at 9:10 am.

#### OPEN SESSION AGENDA ITEMS

Discuss FY23 Budget and Annual Town Meeting Warrant Articles

Mr. Guzinski began the meeting by stating that he would be reviewing his memo dated March 23, 2022, Fiscal Year 2023 Preliminary Budget Proposals. Attached to the memo were documents (listed below) related to the budget proposal. This proposal encompasses all FY23 General Fund budgets including funding for Articles in the Annual Town Meeting Warrant. He recommended that the Select Board review the documents for comments and considerations.

He hopes to have an updated draft for the Select Board meeting on Monday, March 28, 2022.

- "FY2023 Budget Request Above 4%" outlined items which historically have been funded on an annual basis through town meeting articles. Mr. Guzinski is recommending these be added within the FY23 operational budgets, and be outside of the 4% cap.
- "FY2023 Budget Request Above Level Service" outlined the budget items within the 4% budget cap which are considered an increase in services/staff.  
\*Mr. Guzinski was asked by the Board to have the COA Director explain needs of the work in the COA with regards to adding hours, at the Select Board meeting scheduled for April 4<sup>th</sup>.
- "Town of Millis – Host Community Agreement Marijuana Impact Funds Request – FY2023" outlines all of the requests for HCA impact funding in FY23.  
\*Mr. Guzinski was asked by the Board to draft a letter to the House and Senate Committees with regards to the companion bills for the Board to sign.
- "FY2023 Budget Department SB" is the General Operating Budget and contains the budget requests of all departments as well as preliminary recommendations.  
\*Mr. Guzinski and Finance Director Carol Johnston reviewed the reports and took questions and comments from the Board.
- "Town of Millis Fall Town Meeting Nov. 8, 2021 & Spring Town Meeting – May 2, 2022 Fiscal Year 2022.

Mr. Guzinski asked that the Committee go through the budget sheets and give direction or suggested warrant changes to him by April 4<sup>th</sup> so that he can go to the Finance Committee with his recommendations. There was much discussion/adjustments/suggestions regarding changes to the Warrant/Budget and it was decided that the budget be restated for review at next Select Board meeting. Mr. Guzinski reviewed and recommended changes and additions to the Articles as well.

**Sel. Schultze made a motion that the Select Board intends to formally remove the Sewer Bylaw at their next Select Board meeting of March 28, 2022.**

**The motion was seconded by Sel. Underhill.**

**Sel. Jurmain polled the Board and the motion passed**

**unanimously.**

**Sel. Underhill made a motion to adjourn at 12:40pm. The motion was seconded by Sel. Schultze.**

**Sel. Jurmain polled the Board and the motion passed unanimously.**

**Respectively submitted by: Maureen Canesi**

**DRAFT**